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<tr><td>UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
Caption in compliance with D.N.J. LBR 9004-2(c)

BROWN & CONNERY, LLP
Paul A. Mainardi (PM6453)
Donald K. Ludman (DL9973)
6 North Broad Street, Suite 100
Woodbury, NJ 08096
(856) 812-8900
(856) 853-9933 (facsimile)
pmainardi@brownconnery.com
dludman@brownconnery.com

- and -

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP
David M. Friedman (pro hac vice)
Robert M. Novick (pro hac vice)
1633 Broadway
New York, New York 10019
(212) 506-1700
(212) 506-1800 (facsimile)
dfriedman@kasowitz.com
rnovick@kasowitz.com

Attorneys for Donald J. Trump</td><td></td></tr>
<tr><td>In re:

TCI 2 HOLDINGS, LLC, et al.,

Debtors.

COASTAL MARINA, LLC and
COASTAL DEVELOPMENT, LLC,

Plaintiffs,
v.

TRUMP MARINA ASSOCIATES, LLC d/b/a
TRUMP MARINA HOTEL AND CASINO,
TRUMP ENTERTAINMENT RESORTS, INC.,
DONALD J. TRUMP, MARK JULIANO,
ROBERT M. PICKUS, JOHN P. BURKE,</td><td>Chapter 11
Case No.: 09-13654 (JHW)
(Jointly Administered)

Honorable Judith H. Wizmur

Adversary Case No. 09-02120 (JHW)

ANSWER AND COUNTERCLAIM
OF DONALD J. TRUMP</td></tr>
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TRUMP PLAZA ASSOCIATES, LLC d/b/a TRUMP PLAZA CASINO RESORT, TRUMP TAJ MAHAL ASSOCIATES, LLC d/b/a TRUMP TAJ MAHAL CASINO RESORT, ABC CORPORATIONS 1-100 and JOHN DOES 1-100, Defendants, and FIDELITY NATIONAL TITLE INSURANCE COMPANY, Nominal Defendant.	

Defendant and Counterclaim Plaintiff Donald J. Trump ("Mr. Trump"), by his undersigned attorneys, as and for his answer to the *First Amended Adversary Complaint to Recover Property and for Declaratory and Other Relief* (the "Amended Complaint") and counterclaim against Plaintiffs and Counterclaim Defendants, Coastal Marina, LLC ("Coastal Marina") and Coastal Development, LLC ("Coastal Development", and together with Coastal Marina, "Coastal"), hereby states as follows:

1. Mr. Trump denies the allegations in Paragraph 1 of the Amended Complaint.

2. Plaintiffs' definition of their own term "Casino" requires no response, but will be employed herein without admitting the accuracy of such term. Mr. Trump otherwise denies the allegations in Paragraph 2 of the Amended Complaint.

3. Mr. Trump denies the allegations in Paragraph 3 of the Amended Complaint.

4. Mr. Trump denies the allegations in Paragraph 4 of the Amended Complaint.

5. Mr. Trump denies the allegations in Paragraph 5 of the Amended Complaint.

PARTIES

6. Mr. Trump lacks sufficient knowledge or information to form a believe as to the truth of the allegations in Paragraph 6 of the Amended Complaint.

7. Mr. Trump lacks sufficient knowledge to form a believe as to the truth of the allegations in Paragraph 7 of the Amended Complaint.

8. Mr. Trump admits the allegations in Paragraph 8 of the Amended Complaint.

9. Mr. Trump admits that Trump Entertainment Resorts is a Delaware corporation with a place of business at 15 South Pennsylvania Avenue, Atlantic City, New Jersey. Mr. Trump denies all of the other allegations in Paragraph 9 of the Amended Complaint.

10. Mr. Trump admits that he was the Chairman of the Board of Trump Entertainment Resorts until February 14, 2009, and repeats his admission that Trump Entertainment Resorts has a place of business located at 15 South Pennsylvania Avenue, Atlantic City, New Jersey. Mr. Trump denies all of the other allegations in Paragraph 10 of the Amended Complaint.

11. Mr. Trump admits that Mark Juliano is a Director and the Chief Executive Officer of Trump Marina and Trump Entertainment Resorts, and that Mr. Juliano was a person with whom the Coastal Parties negotiated the Asset Purchase Agreement and First Amendment to the Asset Purchase Agreement. Mr. Trump denies all other allegations in

Paragraph 11 of the Amended Complaint and expressly denies that he has at any time been a party to any "fraudulent scheme."

12. Mr. Trump admits that Robert Pickus is the Chief Administrative Officer and General Counsel of Trump Marina and Trump Entertainment, and that Mr. Pickus was a person with whom the Coastal Parties negotiated the Asset Purchase Agreement and First Amendment to the Asset Purchase Agreement. Mr. Trump repeats his admission that Trump Entertainment has a place of business located at 15 South Pennsylvania Avenue, Atlantic City, New Jersey. Mr. Trump denies all other allegations in Paragraph 12 of the Amended Complaint and expressly denies that he has at any time been a party to any "fraudulent scheme."

13. Mr. Trump admits that John P. Burke is Chief Financial Officer, Executive Vice President and Treasurer of Trump Marina and Trump Entertainment Resorts, and further admits that Mr. Burke was a person with whom the Coastal Parties negotiated the Asset Purchase Agreement and First Amendment to the Asset Purchase Agreement. Mr. Trump denies all other allegations in Paragraph 13 of the Amended Complaint and expressly denies that he has at any time been a party to any "fraudulent scheme."

14. Mr. Trump admits the allegations in Paragraph 14 of the Amended Complaint.

15. Mr. Trump admits the allegations in Paragraph 15 of the Amended Complaint.

16. Mr. Trump denies the allegations in Paragraph 16 of the Amended Complaint.

17. Mr. Trump denies the allegations in Paragraph 17 of the Amended Complaint.

18. Mr. Trump admits upon information and belief the allegations in the first sentence of Paragraph 18. Mr. Trump denies knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in the remainder of Paragraph 18 of the Amended Complaint.

19. Paragraph 19 contains legal conclusions as to which no response is required. To the extent a response is required, Mr. Trump denies the allegations in Paragraph 19.

20. Paragraph 20 contains legal conclusions as to which no response is required. To the extent a response is required, Mr. Trump denies the allegations in Paragraph 20.

21. Paragraph 21 contains legal conclusions as to which no response is required. To the extent a response is required, Mr. Trump denies the allegations in Paragraph 21.

22. Paragraph 22 contains legal conclusions as to which no response is required. To the extent a response is required, Mr. Trump denies the allegations in Paragraph 22.

23. Mr. Trump admits that he served as Chairman of the Board of Trump Entertainment Resorts, Inc. from 2005 until February 14, 2009.

24. Mr. Trump admits the allegations in Paragraph 24 of the Amended Complaint.

25. Mr. Trump admits the allegations in Paragraph 25 of the Amended Complaint.

26. Mr. Trump admits the allegations in Paragraph 26 of the Amended Complaint.

27. Mr. Trump admits the allegations in Paragraph 27 of the Amended Complaint.

28. The court order referred to in Paragraph 28 of the Amended Complaint speaks for itself and Mr. Trump refers thereto for its terms and conditions.

29. Plaintiffs' definition of their own term "Purchased Assets" requires no response, but will be employed herein without admitting the accuracy of the term. Mr. Trump denies the allegations in Paragraph 29 of the Amended Complaint, but admits that Trump Marina has remained in possession of its assets and liabilities.

30. Mr. Trump admits the allegations in Paragraph 30 of the Amended Complaint, except denies the allegations to the extent they characterize the Asset Purchase Agreement.

31. Plaintiffs' definition of their own terms "Agreement," "Purchased Assets," and "Purchase Price" requires no response, but will be employed herein without admission of the accuracy of such terms. Mr. Trump denies the allegations set forth in Paragraph 31 of the Amended Complaint, except admits that Plaintiffs, Trump Marina, and Trump Entertainment Resorts entered into the Asset Purchase Agreement and refers to said agreement for the terms thereof.

32. Mr. Trump admits upon information and belief that Coastal Marina deposited $15,000,000 with Fidelity Nation Title Company. As to the remainder of the

allegations in Paragraph 32, Mr. Trump refers to the Agreement for the terms and conditions thereof and otherwise denies the allegations in Paragraph 32 of the Amended Complaint.

33. Mr. Trump refers to the Agreement for the terms thereof and otherwise denies the allegations in Paragraph 33 of the Amended Complaint.

34. Mr. Trump refers to the Agreement for the terms thereof and otherwise denies the allegations in Paragraph 34 of the Amended Complaint.

35. Mr. Trump refers to the Agreement for the terms thereof and otherwise denies the allegations in Paragraph 35 of the Amended Complaint.

36. Mr. Trump refers to the Agreement for the terms thereof and otherwise denies the allegations in Paragraph 36 of the Amended Complaint.

37. Mr. Trump refers to the Agreement for the terms thereof and otherwise denies the allegations in Paragraph 37 of the Amended Complaint.

38. Mr. Trump refers to the Agreement for the terms thereof and otherwise denies the allegations in Paragraph 38 of the Amended Complaint.

39. Mr. Trump admits upon information and belief that Messrs. Juliano and Pickus flew to Biloxi Mississippi to tour a potential casino site on or about February 21, 2008, and otherwise denies the allegations in Paragraph 39 of the Amended Complaint.

40. Mr. Trump denies the allegations in Paragraph 40 of the Amended Complaint.

41. Mr. Trump denies the allegations in Paragraph 41 of the Amended Complaint, except admits that he requested to view Plaintiffs' proposed casino models.

42. Mr. Trump denies the allegations in Paragraph 42 of the Amended Complaint, except admits that he visited Plaintiffs' place of business and viewed certain models on or about October 24, 2008.

43. Mr. Trump denies the allegations in Paragraph 43 of the Amended Complaint.

44. Mr. Trump denies the allegations in Paragraph 44 of the Amended Complaint, except admits that Trump Entertainment Resorts prepared for a possible bankruptcy filing as a result of a decline in revenue and liquidity concerns.

45. Mr. Trump denies the allegations in Paragraph 45 of the Amended Complaint.

46. Mr. Trump denies the allegations in Paragraph 46 of the Amended Complaint.

47. Mr. Trump denies the allegations in Paragraph 47 of the Amended Complaint.

48. Mr. Trump admits that Trump Marina Associates, LLC, Trump Entertainment Resorts, Inc., Coastal Marina, LLC and Coastal Development, LLC entered into the agreement defined in the Amended Complaint as the "First Amendment" on or about October 28, 2008, refers to the First Amendment for the terms thereof, and otherwise denies the allegations in Paragraph 48 of the Amended Complaint.

49. Mr. Trump refers to the First Amendment for the terms thereof and otherwise denies the allegations in Paragraph 49 of the Amended Complaint.

50. Mr. Trump refers to the First Amendment for the terms thereof and otherwise denies the allegations in Paragraph 50 of the Amended Complaint.

51. Mr. Trump refers to the First Amendment for the terms thereof and otherwise denies the allegations in Paragraph 51 of the Amended Complaint.

52. Mr. Trump refers to the First Amendment for the terms thereof and otherwise denies the allegations in Paragraph 52 of the Amended Complaint.

53. Plaintiffs' definition of their own terms "Beal," "Beal Bank," "CSG," CLG," and "Beal Parties" requires no response, but will be employed herein. Mr. Trump denies knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in Paragraph 53 of the Amended Complaint.

54. Mr. Trump admits or avers that Beal Bank holds a first lien on all or substantially all of the Debtors' assets, and otherwise denies the allegations set forth in Paragraph 54 of the Amended Complaint.

55. Mr. Trump denies knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in Paragraph 55 of the Amended Complaint.

56. Mr. Trump denies knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in the first and third sentences of Paragraph 56 of the Amended Complaint, and deny the allegations set forth in the second sentence of Paragraph 56 of the Amended Complaint.

57. Mr. Trump denies knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in Paragraph 57 relating to the knowledge or opinions of the Beal Parties, and denies all of the other allegations set forth in Paragraph 57 of the Amended Complaint.

58. Mr. Trump admits that on November 28, 2008, Trump Entertainment Resorts, Inc., Trump Entertainment Resorts Holdings, L.P., and Trump Entertainment Resorts Funding, Inc. announced they would not make a $53.1 million interest payment due December 1, 2008, and that on February 17, 2009, Trump Entertainment Resorts and Trump Marina, among others, commenced cases under chapter 11 of title 11 of the United States Code. Mr. Trump lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in Paragraph 58 relating to Plaintiffs' actions. Mr Trump denies all of the other allegations set forth in Paragraph 58 of the Amended Complaint.

59. Mr. Trump denies knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations set forth in Paragraph 59 of the Amended Complaint.

60. Mr. Trump denies the allegations set forth in Paragraph 60 of the Amended Complaint.

61. Mr. Trump denies the allegations set forth in Paragraph 61 of the Amended Complaint.

62. Mr. Trump denies the allegations set forth in Paragraph 62 of the Amended Complaint.

63. Mr. Trump denies the allegations set forth in Paragraph 63 of the Amended Complaint.

64. Mr. Trump denies the allegations set forth in Paragraph 64 of the Amended Complaint.

65. Mr. Trump denies the allegations set forth in Paragraph 65 of the Amended Complaint.

66. Mr. Trump denies the allegations set forth in Paragraph 66 of the Amended Complaint, except admits that Trump Entertainment Resorts from time to time has provided various benefits to casino patrons.

67. Mr. Trump denies the allegations set forth in Paragraph 67 of the Amended Complaint.

68. Mr. Trump denies the allegations set forth in Paragraph 68 of the Amended Complaint.

69. Mr. Trump denies the allegations set forth in Paragraph 69 of the Amended Complaint.

70. Mr. Trump denies the allegations set forth in Paragraph 70 of the Amended Complaint.

71. Mr. Trump denies the allegations in Paragraph 71, except admits that on November 28, 2008, Trump Entertainment Resorts, Inc., Trump Entertainment Resorts Holdings, L.P., and Trump Entertainment Resorts Funding, Inc. announced they would not make a $53.1 million interest payment due December 1, 2008, and refers to the Agreement and First Amendment for their terms and conditions.

72. Mr. Trump admits the allegations in Paragraph 72 of the Amended Complaint.

73. Mr. Trump denies the allegations in Paragraph 73 of the Amended Complaint.

74. Mr. Trump denies knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in Paragraph 74 of the Amended Complaint.

75. Mr. Trump denies the allegations in Paragraph 75 of the Amended Complaint except admit that the Coastal Parties have alleged that Trump Marina and Trump Entertainment have breached the Agreement and First Amendment.

76. Mr. Trump denies the allegations in Paragraph 76 of the Amended Complaint, except admits that Trump Marina sent a letter dated June 1, 2009 to Plaintiffs, and refers to said letter for the contents thereof.

77. Mr. Trump lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in Paragraph 77.

78. Mr. Trump denies the allegations set forth in Paragraph 78 of the Amended Complaint.

79. Plaintiffs' definition of their own terms "Trump Holdings" and "Trump Purchase Agreement" require no response, but will be employed herein without admitting the accuracy of such terms Mr. Trump admits that he entered into the Trump Purchase Agreement on or about August 3, 2009, and refers to that agreement for the terms thereof. Mr. Trump denies the other allegations in Paragraph 79 of the Amended Complaint, and affirmatively alleges that the Trump Purchase Agreement terminated.

80. Plaintiffs' definition of their own term "Amended Trump Purchase Agreement" requires no response, but will be employed herein with out admitting the accuracy of such term. Mr. Trump denies the allegations set for the in Paragraph 80, except admits that he was a party to that certain "Amended Purchase Agreement," dated as of

October 5, 2009, and refers to said agreement for the terms thereof and affirmatively alleges that the Amended Purchase Agreement terminated.

81. Mr. Trump denies the allegations in Paragraph 81 of the Amended Complaint, except admits that Debtors filed a Second Amended and Restated Disclosure Statement and Amended and Restated Joint Plan of Reorganization on or about October 5, 2009, and refers to said documents for the terms thereof.

82. Mr. Trump denies the allegations in Paragraph 82 of the Amended Complaint.

83. Mr. Trump denies the allegations in Paragraph 83 of the Amended Complaint.

84. Mr. Trump denies all of the allegations in Paragraph 84 of the Amended Complaint

85. Mr. Trump denies the allegations in Paragraph 85 of the Amended Complaint, and affirmatively alleges that confirmation is not being sought of the Debtors' Second Amended and Restated Plan of Reorganization.

ANSWER TO COUNT I

86. Mr. Trump repeats and realleges his responses to the allegations in Paragraphs 1 through 85 of the Amended Complaint as if fully set forth herein as his response to Paragraph 86 of the Amended Complaint.

87. Mr. Trump denies the allegations set forth in Paragraph 87 of the Amended Complaint.

88. Mr. Trump denies the allegations set forth in Paragraph 88 of the Amended Complaint.

89. Mr. Trump denies the allegations set forth in Paragraph 89 of the Amended Complaint.

90. Mr. Trump denies the allegations set forth in Paragraph 90 of the Amended Complaint except refers to the Agreement and First Amendment for their respective terms.

91. Mr. Trump denies the allegations set forth in Paragraph 91 of the Amended Complaint.

WHEREFORE, Mr. Trump requests that the Plaintiffs be denied any and all relief sought in Count I.

ANSWER TO COUNT II

92. Mr. Trump repeats and realleges his responses to the allegations in Paragraphs 1 through 91 of the Amended Complaint as if fully set forth herein as his response to Paragraph 92 of the Amended Complaint.

93. Mr. Trump denies the allegations set forth in Paragraph 93 of the Amended Complaint.

94. Mr. Trump denies the allegations set forth in Paragraph 94 of the Amended Complaint.

95. Mr. Trump denies the allegations set forth in Paragraph 95 of the Amended Complaint.

96. Mr. Trump denies the allegations set forth in Paragraph 96 of the Amended Complaint except refers to the Agreement and First Amendment for their respective terms.

97. Mr. Trump denies the allegations set forth in Paragraph 97 of the Amended Complaint.

WHEREFORE, Mr. Trump requests that the Plaintiffs be denied any and all relief sought in Count II.

ANSWER TO COUNT III

98. Mr. Trump repeats and realleges his responses to the allegations in Paragraphs 1 through 97 of the Amended Complaint as if fully set forth herein as his response to Paragraph 98 of the Amended Complaint.

99. Mr. Trump denies the allegations in Paragraph 99 of the Amended Complaint, and refers to the Agreement for the terms thereof.

100. Mr. Trump denies the allegations in Paragraph 100 of the Amended Complaint, and refers to the Agreement for the terms thereof.

101. Mr. Trump denies the allegations in Paragraph 101 of the Amended Complaint, and refers to the Agreement for the terms thereof.

102. Mr. Trump denies the allegations in Paragraph 102 of the Amended Complaint, and refers to the Agreement for the terms thereof.

103. Mr. Trump denies the allegations in Paragraph 103 of the Amended Complaint.

104. Mr. Trump denies the allegations in Paragraph 104 of the Amended Complaint.

105. Mr. Trump denies the allegations in Paragraph 105 of the Amended Complaint.

WHEREFORE, Mr. Trump respectfully requests that the Plaintiffs be denied any and all relief sought in Count III.

ANSWER TO COUNT IV

106. Mr. Trump repeats and realleges his responses to the allegations in Paragraphs 1 through 105 of the Amended Complaint as if fully set forth herein as his response to Paragraph 106 of the Amended Complaint.

107. Paragraph 107 contains legal conclusions as to which no response is required.

108. Mr. Trump denies the allegations in Paragraph 108 of the Amended Complaint.

109. Mr. Trump denies the allegations in Paragraph 109 of the Amended Complaint.

WHEREFORE, Mr. Trump respectfully requests that the Plaintiffs be denied any and all relief sought in Count IV.

ANSWER TO COUNT V

110. Mr. Trump repeats and realleges his responses to the allegations in Paragraphs 1 through 109 of the Amended Complaint as if fully set forth herein as his response to Paragraph 110 of the Amended Complaint.

111. Mr. Trump denies knowledge or information sufficient to either admit or deny the allegations set forth in Paragraph 111 of the Amended Complaint.

112. Mr. Trump denies the allegations in Paragraph 112 of the Amended Complaint, and refers to the Agreement for the terms thereof.

113. Mr. Trump denies the allegations in Paragraph 113 of the Amended Complaint, and refers to the Agreement for the terms thereof.

114. Mr. Trump denies the allegations in Paragraph 114 of the Amended Complaint.

115. Mr. Trump denies the allegations in Paragraph 115 of the Amended Complaint.

WHEREFORE, Mr. Trump respectfully requests that the Plaintiffs be denied any and all relief sought in Count V.

ANSWER TO COUNT VI

116. Mr. Trump repeats and realleges his responses to the allegations in Paragraphs 1 through 115 of the Amended Complaint as if fully set forth herein as his response to Paragraph 116 of the Amended Complaint.

117. Paragraph 117 contains legal conclusions as to which no response is required. To the extent a response is required, Mr. Trump denies the allegations in Paragraph 117 of the Amended Complaint.

118. Paragraph 118 contains legal conclusions as to which no response is required. To the extent a response is required, Mr. Trump denies the allegations in Paragraph 118 of the Amended Complaint.

119. Mr. Trump denies the allegations in Paragraph 119 of the Amended Complaint.

120. Paragraph 120 contains legal conclusions as to which no response is required. To the extent a response is required, Mr. Trump denies the allegations in Paragraph 120 of the Amended Complaint.

WHEREFORE, Mr. Trump respectfully requests that the Plaintiffs be denied any and all relief sought in Count VI.

ANSWER TO COUNT VII

121. Mr. Trump repeats and realleges his responses to the allegations in Paragraphs 1 through 120 of the Amended Complaint as if fully set forth herein as his response to Paragraph 121 of the Amended Complaint.

122. Paragraph 122 contains legal conclusions as to which no response is required. To the extent a response is required, Mr. Trump denies the allegations in Paragraph 122 of the Amended Complaint.

123. Mr. Trump denies the allegations set forth in Paragraph 123 of the Amended Complaint.

124. Mr. Trump denies the allegations in Paragraph 124 of the Amended Complaint.

125. Paragraph 125 contains legal conclusions as to which no response is required. To the extent a response is required, Mr. Trump denies the allegations in Paragraph 125 of the Amended Complaint.

WHEREFORE, Mr. Trump respectfully requests that the Plaintiffs be denied any and all relief sought in Count VII.

ANSWER TO COUNT VIII

126. Mr. Trump repeats and realleges his responses to the allegations in Paragraphs 1 through 125 of the Amended Complaint as if fully set forth herein as his response to Paragraph 126 of the Amended Complaint.

127. Mr. Trump denies knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in Paragraph 127 regarding others' knowledge, except admits that he is aware of the Agreement and the First Amendment.

128. Mr. Trump denies the allegations in Paragraph 128 of the Amended Complaint.

129. Mr. Trump denies the allegations in Paragraph 129 of the Amended Complaint.

130. Mr. Trump denies the allegations in Paragraph 130 of the Amended Complaint.

WHEREFORE, Mr. Trump respectfully requests that the Plaintiffs be denied any and all relief sought in Count VIII.

ANSWER TO COUNT IX

131. Mr. Trump repeats and realleges his responses to the allegations in Paragraphs 1 through 130 of the Amended Complaint as if fully set forth herein.

132. Mr. Trump denies the allegations in Paragraph 132 of the Amended Complaint.

133. Mr. Trump denies the allegations in Paragraph 133 of the Amended Complaint.

134. Mr. Trump denies the allegations in Paragraph 134 of the Amended Complaint.

135. Mr. Trump denies the allegations in Paragraph 135 of the Amended Complaint.

WHEREFORE, Mr. Trump respectfully requests that the Plaintiffs be denied any and all relief sought in Count IX.

136. Mr. Trump denies each and every other allegation in the Amended Complaint, including allegations in unnumbered paragraphs, headings, and ad damnum clauses.

FIRST AFFIRMATIVE DEFENSE

The Amended Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The Amended Complaint fails to allege fraud with particularity.

THIRD AFFIRMATIVE DEFENSE

Mr. Trump is not a party to any contract or agreement with Plaintiffs.

FOURTH AFFIRMATIVE DEFENSE

The claims alleged in the Amended Complaint are barred by the doctrines of unclean hands and/or in pari delicto.

FIFTH AFFIRMATIVE DEFENSE

The damages sought by Plaintiffs are not recoverable because Plaintiffs failed to mitigate its alleged damages.

SIXTH AFFIRMATIVE DEFENSE

The Plaintiffs or certain of them lack standing and/or privity to assert the claims alleged in the Amended Complaint.

SEVENTH AFFIRMATIVE DEFENSE

The damages sought by Plaintiff are not recoverable because Mr. Trump and other defendants are entitled to setoff and/or recoupment.

EIGHTH AFFIRMATIVE DEFENSE

Mr. Trump is not liable for the damages sought by Plaintiffs because such damages, to the extent they occurred, were the result of Plaintiffs' own conduct and/or the conduct of their agents.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs consented to and/or ratified the matters raised in the Amended Complaint.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs have not suffered any damages by reason of any of the conduct alleged in the Amended Complaint.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs alleged damages, if any, were not proximately caused by Mr. Trump.

TWELFTH AFFIRMATIVE DEFENSE

Mr. Trump is not guilty of violating any recognizable duty to any party.

THIRTEENTH AFFIRMATIVE DEFENSE

The claims alleged in the Amended Complaint are barred by waiver, laches and estoppel.

FOURTEENTH AFFIRMATIVE DEFENSE

While Mr. Trump denies any wrongdoing or fault of any kind whatsoever, and denies that Plaintiffs incurred any damages or losses as a result of any conduct of the Mr. Trump, in the event that Mr. Trump should be found liable for any of the damages asserted, Mr. Trump is entitled to have its liability diminished in proportion to the culpable conduct of persons or entities other than Mr. Trump.

RESERVATION

Mr. Trump hereby gives notice that he intends to rely on such other and further defenses as may become available or apparent during pretrial proceedings in this action and hereby reserve their rights to amend this Answer and to assert all such defenses.

COUNTERCLAIM

Mr. Trump, by way of Counterclaim against Coastal, states as follows:

MALICIOUS PROSECUTION

1. Mr. Trump was not responsible for the underlying transactions and events giving rise to this lawsuit — a fact that Coastal ("Counterclaim Defendants") recognized in crafting the original complaint they filed in this adversary proceeding, which did not name Mr. Trump as a party. Moreover, the relief sought in the Amended Complaint is recovery of certain funds for which Mr. Trump was never responsible and has never held, and makes the outrageous allegation that a commercial contract dispute between certain corporate entities somehow constitutes an effort by Mr. Trump to "steal" for his personal benefit. Ignoring all this (and their duties to this Court), the Counterclaim Defendants have targeted Mr. Trump in what is a blatant attempt to exact leverage in unrelated negotiations relating to the bankruptcy process and cause unjustified and baseless harm to his business and personal reputation.

2. On or about July 28, 2009, the Counterclaim Defendants filed their original Complaint. Mr. Trump was not a party to the original Complaint.

3. On or about October 21, 2009, the Counterclaim Defendants filed the Amended Complaint. The Amended Complaint asserted substantially the same claims and the same ten counts. However, the Amended Complaint adds Mr. Trump and Mr. Burke as defendants.

4. In drafting and filing the Amended Complaint to add Mr. Trump as a defendant, the Counterclaim Defendants knew that their claims against Mr. Trump were baseless, frivolous and vexatious.

5. In drafting and filing the Amended Complaint to add Mr. Trump as a defendant, the Counterclaim Defendants were motivated by malice toward Mr. Trump and litigating for an improper purpose to attempt to exact leverage in the bankruptcy plan process before this Court.

6. As a result of the Counterclaim Defendants' malicious prosecution as to Mr. Trump, Mr. Trump has been damaged and will continue to be damaged.

WHEREFORE, Counterclaim Plaintiff, Donald J. Trump, respectfully requests that this Court hereby enter judgment in his favor and against Counterclaim Defendants, Coastal Marina, LLC and Coastal Development, LLC, and award: (a) damages, (b) consequential and punitive damages; (c) attorneys' fees and costs and (d) other relief in favor of Mr. Trump as the Court deems just and proper.

Dated: November 23, 2009

BROWN & CONNERY, LLP
Attorneys for Donald J. Trump

By: ***/s/ Donald K. Ludman***
Paul A. Mainardi, Esquire (PM6453)
Donald K. Ludman, Esquire (DL9973)
6 North Broad Street, Suite 100
Woodbury, NJ 08096
(856) 812-8900
(856) 853-9933 (facsimile)

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP
Attorneys for Donald J. Trump

David M. Friedman, Esquire (*pro hac vice*)
Robert M. Novick, Esquire (*pro hac vice)*
1633 Broadway
New York, New York 10019
(212) 506-1700
(212) 506-1800 (facsimile)